

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS, cont'd**SCHEDULE B - OFFER SHEET****A. INITIAL 12 MONTH PERIOD FROM OCTOBER 1, 2001 THRU SEPTEMBER 30, 2002****BASE PERIOD**

CLIN NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0001	Elevator Maintenance	12	mos	_____	_____
0001A	On-Site Elevator Equipment Monitoring	12	mos	_____	_____
<u>Additional Items As Needed</u>					
*Option - 0001B		40 EST	hrs	_____	_____
Call Back Service – Regular Time 6:00 AM – 6:00 PM – EST					
*Option - 0001C		30 EST	hrs	_____	_____
Call Back Service – Premium Time 6:01 PM – 5:59 AM – EST					

B. PERIOD LOT 2 – FIRST ADDITIONAL 12 MONTHS FROM OCTOBER 1, 2002 THRU SEPTEMBER 30, 2003**OPTION 1**

CLIN NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0002	Elevator Maintenance	12	mos	_____	_____
0002A	On-Site Elevator Equipment Monitoring	12	mos	_____	_____
<u>Additional Items As Needed</u>					
*Option - 0002B		40 EST	hrs	_____	_____
Call Back Service – Regular Time 6:00 AM - 6:00 PM – EST					
*Option - 0002C		30 EST	hrs	_____	_____
Call Back Service – Premium Time 6:01 PM - 5:59 AM - EST					

**C. PERIOD LOT 3 – SECOND ADDITONAL 12 MONTHS FROM OCTOBER 1, 2003
THRU SEPTEMBER 30, 2004**

OPTION 2

CLIN NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0003	Elevator Maintenance	12	mos	_____	_____
0003A	On-Site Elevator Equipment Monitoring	12	mos	_____	_____
<u>Additional Items As Needed</u>					
*Option - 0003B		40 EST	hrs	_____	_____
Call Back Service – Regular Time 6:00 AM – 6:00 PM - EST					
*Option - 0003C		30 EST	hrs	_____	_____
Call Back Service – Premium Time 6:01 PM – 5:59 AM - EST					

**D. PERIOD LOT 4 – THIRD ADDITIONAL 12 MONTHS FROM OCTOBER 1, 2004
THRU SEPTEMBER 30, 2005**

OPTION 3

CLIN NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0004	Elevator Maintenance	12	mos	_____	_____
0004A	On-Site Elevator Equipment Monitoring	12	mos	_____	_____
<u>Additional Items As Needed</u>					
*Option - 0004B		40 EST	hrs	_____	_____
Call Back Service – Regular Time 6:00 AM – 6:00 PM - EST					
*Option - 0004C		30 EST	hrs	_____	_____
Call Back Service – Premium Time 6:01 PM – 5:59 AM - EST					

**E. PERIOD LOT 5 – FOURTH ADDITIONAL 12 MONTHS FROM OCTOBER 1, 2005
THRU SEPTEMBER 30, 2006**

OPTION 4

<u>CLIN NO.</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0005	Elevator Maintenance	12	mos	_____	_____
0005A	On-Site Elevator Equipment Monitoring	12	mos	_____	_____

Additional Items As Needed

*Option - 0005B Call Back Service – Regular Time 6:00 AM – 6:00 PM - EST	40 EST	hrs	_____	_____
*Option - 0005C Call Back Service – Premium Time 6:01 PM – 5:59 AM - EST	30 EST	hrs	_____	_____

NOTES: The hours for CLINS 0001B, 0001C, and if exercised, the hours for CLINS 0002B, 0002C, 0003B, 0003C, 0004B, 0004C, 0005B and 0005C are estimates only. The Call Back Services are based on historical records. The Government will only pay for actual hours ordered and delivered.

*Maximum number of hours for each Call Back Service per year are sixty (60) hours, (60 hours for regular time, and 60 hours for premium time.)

There is no guarantee that any of the Options (CLINS 0001B, 0001C, and if exercised, the hours for CLINS 0002B, 0002C, 0003B, 0003C, 0004B, 0004C, 0005B and 0005C) will be exercised by the Government.

The Contractor shall price labor hours at the rate specified in the SUPPLIES OR SERVICES AND PRICES section of this specification. The Contractor's expenses for overhead, G&A, and profit should be included in this labor rate. Thus, no separate allowances for travel time, parking, overhead, G&A or profit can be applied.

Items to be Supplied by the Contractor

- a) Parts installed on the elevators covered by this specification, shall be new and genuine parts supplied by, or certified by the Contractor as equivalent to, the original equipment manufacturer, or its successor.
- b) The Contractor shall provide metal storage cabinet(s) and metal container(s) for waste and flammable materials associated with the performance of this contract.

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(there is no Section II)

SECTION III – CONTRACT CLAUSES

3.0 FAR CLAUSE 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (MAR 2001) (see SF1449) Block 27a) The full text of this may be accessed electronically at these addresses:

<http://www.dot.gov/ost/m60/tamtar>

<http://www.arnet.gov/far>

3.1 Item A. – Addenda to 52.212-4 Contract Terms and Conditions – Commercial Items – (MAY 1999) Incorporate the following FAR Clauses by reference:

52.217-5 Evaluation of Options (JUL 1990) - 30 Calendar Days

52.217-7 OPTIONS INCREASED QUANTITY – SEPARATELY PRICED LINE ITEM (MAR 1989)
CLIN's 0001, 0001A, 0001B, 0001C, 0002, 0002A, 0002B, 0002C, 0003, 0003A 0003B, 0003C,
0004, 0004A, 0004B, 0004C, 0005, 0005A, 0005B, 0005C.

The following CLIN's are Firm Fixed Price (FFP): 0001, 0001A, 0002, 0002A, 0003, 0003A,
0004, 0004A, 0005, 0005A.

The following CLIN's are Indefinite Delivery Indefinite Quantity (IDIQ): 0001B, 0001C,
0002B, 0002C, 0003B, 0003C, 0004B, 0004C, 0005B, 0005C.

3.2 FAR CLAUSE 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (MAY 2001)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O'S 12722, 12724, 13059, and 13067);
- (3) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

[] (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

[] (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

[] (ii) Alternate I to 52.219-5.

[] (iii) Alternate II to 52.219-5.

X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

[] (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

[] (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

X (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) [] Alternate I of 52.219-23.

X (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (12) 52.222-26, Equal Opportunity (E.O. 11246).

X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (29 U.S.C. 793).

X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

X (16) 52.225-1, Buy American Act-Balance of Payments Program- Supplies (41 U.S.C. 10a-10d)

X_ (17) (i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I of 52.225-3.

___ (ii) Alternate I of 52.225-3.

___ (iii) Alternate II of 52.225-3.]

___ (18) [52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).]

___ (19) 52.225-[15, Sanctioned European Union Country End Products (E.O. 12849).

___ (20) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

___ (21) Reserved

[X] (22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

[] (23) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

[] (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

[] (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

X (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

[] (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[X] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

[] ____ [(6) 52.222-50, Non-displacement of Qualified Workers (Executive Order 129333).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

SECTION IV – DOCUMENTS, EXHIBITS, ATTACHMENTS

4.0 Descriptions/Specifications, Statement of Work

4.1 Scope of Work

A. These specifications are a statement of the minimum level of work and services that are to be provided in certain areas under this contract. They are not intended to be, nor shall they be construed as, limiting specifications or requirements. At a minimum, the contractor will be required to take all steps and measures which would be taken by a prudent building owner to maximize the life expectancy of the elevators and related systems and ensure safe and reliable elevator operation.

B. The Contractor shall provide full elevator maintenance service, in compliance with the ANSI/ASME Safety Code requirements, the manufacturer's recommendations, and all other applicable laws, regulations, rules, ordinances, codes, etc. Full maintenance service is defined as all services, repairs and testing necessary to maintain all elevators, appurtenances and accessories in a fully operational mode at all times except for prescheduled downtime including all labor, parts and materials. An accessory includes, but is not limited to, all interior cab lighting, cab call buttons, position indicators, and hall call buttons. The term elevator is used to mean all elevator and handicapped lift equipment. Service shall be provided at the U.S. Department of Transportation, Volpe National Transportation Systems Center, 55 Broadway, Kendall Square, Cambridge, MA 02142.

C. Measurements of elevator speed, door opening and closing times, door closing force, floor-to-floor performance times and mean times between service calls, shall be some of the governing factors in determining the adequacy of the elevator maintenance. Any deviations shall be justified to and approved by the COR.

D. The Contractor shall be responsible for all costs associated with accomplishing repairs and replacements, including labor, equipment, and supplies for all equipment and systems specified or recommended by the system manufacturer. The Contractor shall not be required to make renewals or repairs made necessary by reason of negligence or misuse of the equipment by persons other than the Contractor, his representatives and employees, or by reason of any other cause beyond the control of the Contractor, except ordinary wear and tear. Other items excluded are stationary architectural features and underground piping for hydraulic elevators. This does not exempt deficiencies from coverage under these contracts that developed or were caused prior to the contract effective date. The first time each generator is in need of repair, under this contract, part of the repair shall include having the generator dipped in an epoxy/varnish then baked to seal and insulate the winding.

E. After award, the successful offeror will be given a written Notice to Proceed, and shall provide contractual services commencing on the day specified in the Notice to Proceed.

F. The Contractor shall develop and implement a preventive maintenance (PM) program. All equipment shall be maintained in accordance with the manufacturer's recommendations and/or the best practices of the industry. As part of this maintenance program all elevator maintenance shall be completed during other than normal business hours unless the contractor receives specific permission to perform maintenance during regular hours from the contracting officer.

G. All scheduled work that requires an elevator to be taken out of service shall be coordinated with the COR and the contractor shall report to the COR the status of elevator equipment or systems not operating by the close of each workday. Any equipment or system not operational by the official start time of the occupants shall be reported to the COR by 8:00 a.m. that day. The contractor is responsible for the installation of signs and/or barricades as related to equipment and/or systems as deemed necessary by the COR. In the event an elevator is shutdown, an "Out of Service " sign must be placed at each call button on all floors when the elevator is the only one servicing that area.

H. The Contractor shall not change or alter the existing elevator equipment or any electrical circuits, wiring, controls, or sequencing without written authorization from the COR. If changes are authorized, the Contractor shall make appropriate revisions to the elevator drawings and/or specifications. All parts or components installed, or improvements made, by the Contractor during the term of this contract shall become and remain the property of the Government.

I. The Contractor is responsible for maintaining an adequate inventory of spare parts and supplies that will cover usage levels so that no delay in excess of 24 hours unless approved by the COR in repairs, replacements or modifications come about due to normal activities.

J. In order to provide for uninterrupted Government business and elevator service for the handicapped, unnecessary out-of-service periods for elevators cannot be tolerated. Therefore, it is essential that elevator repairs be affected immediately.

K. The Contractor shall maintain the machinery spaces, shops, and storage areas in a clean and orderly manner. When work is performed in these areas, the Contractor's personnel shall clean up all debris and leave the area in a presentable condition. The machinery room floors and the equipment located within the machinery rooms shall be painted as necessary or when requested by the COR to maintain the appearance of the room and equipment. When painting, the Contractor must comply with the ANSI color-coding system outlined in the ANSI A13A, Scheme for the Identification of Piping Systems, and maintain the identity (identification information) of the equipment. The Contractor must obtain the approval of the COR before storing anything in machinery spaces. Operating supplies such as lubricants, rags, cleaners, etc., shall be properly secured in containers approved by the COR.

4.2 Subcontracts

The Contractor must complete all preventive maintenance and service calls with its in-house personnel.

4.3 Personnel

The contractor shall have in its employ at all times a sufficient number of capable and qualified employees to enable it to properly, adequately, and safely manage, operate, maintain and account for the elevator system.

4.4 License Requirements

All elevator mechanics engaged in the contract activities specified herein must be of a journeyman status as recognized by the industry and be licensed by the state, local authority, and/or the city local authority in those trades, crafts or professions which require licensing by such jurisdictions. The license must be of a grade or other level consistent with the requirement of the work being performed and/or as established by the referenced jurisdictions. A copy of the license for each employee shall be furnished to the COR. A detailed resume containing the information specified herein must be submitted to the CO or his designee for approval prior to the assignment of any mechanic to the contract. Both new and replacement mechanics must meet these qualification standards.

The full name of the proposed mechanic.

A detailed description of the employment history of the proposed mechanic for the past 5 years.

The name(s) and address(es) of the companies for whom the proposed mechanic worked for the past 5 years, along with the name(s) and telephone number(s) of his or her immediate Supervisor(s).

Elevator Mechanic Helpers may perform work and/or repairs for which they are qualified. Elevator Mechanic Helper qualifications are determined by state, local and/or city requirements.

In the absence of any licensing requirement by state and local jurisdictions, the contractor shall certify, in writing, to the COR, that the elevator personnel involved in the performance of this contract are competent.

4.5 Reference Materials - Drawings, Wiring Diagrams, Manuals

A. The Contractor shall be solely responsible to determine which materials are required to effectively perform the job and inform the COR thereof. The Government shall make available to the Contractor, any and all such materials already at its disposal and all offerors may examine it at any reasonable time before submitting proposals upon making arrangements with the COR. Such examination by offerors shall take place at the job site only. The unavailability of such materials does not relieve the Contractor of his responsibility to provide full maintenance, service, repairs and testing as required by the contract. Maximum performance is attained at the receipt of Commonwealth of Massachusetts elevator inspection certificates for all elevators at the Volpe Center. Five (5) percent of the total maintenance amount, CLIN 0001 will be deducted for each elevator that does not receive a Commonwealth of Massachusetts elevator inspection certificate in the calendar year the contract covers or ends in.

B. Any and all drawings and wiring diagrams used by the Contractor for work under this contract shall be considered the property of the Government and shall be accessible to the COR at any time, and be turned over upon demand. The contractor will annotate on the wiring diagrams, all wiring changes performed or discovered.

4.6 INSPECTION AND TESTING SERVICES

4.6.1 Elevator Safety Inspections

A. The contractor shall be responsible for having the following inspections accomplished by individuals certified and qualified in accordance with the requirement of the Commonwealth of Massachusetts. The name of the inspector(s) and evidence of certification will be submitted to the COR for approval. The contractor shall provide personnel who are familiar with the equipment to perform tests and assist the inspector.

B. The contractor shall schedule and have performed safety inspections of all elevators as required by the Commonwealth of Massachusetts. The maintenance contractor must subcontract for the performance of the safety inspections with individuals/firms independent of the maintenance contractor's organization. The COR will be advised of any changes to the schedule and notified 5 working days in advance of the inspection date to afford the COR an opportunity to observe the inspection.

C. The contractor shall provide a qualified employee to accompany the inspector during the inspection.

D. The contractor shall furnish a written report of each inspection to the COR. The contractor shall be responsible for the Correction of all listed deficiencies within the scope of the contract by the date specified by the COR. Any deficiencies marked "emergency" must be corrected immediately. When all listed deficiencies have been corrected, the contractor shall sign and date the inspection report and return it to the COR.

E. The Contractor shall also be responsible for maintaining an Elevator Report Data Card for each piece of equipment covered by this contract. The Elevator Report Cards will be given to the COR upon termination of the contract. The Elevator Data Card shall be used to indicate all major repairs, replacements, or adjustments performed. Each entry shall be signed by the individual that performed the work and initialed by the supervisor to certify work was accomplished and include a description of the type of work performed, the parts repaired and/or replaced and the date(s) the work was accomplished. The Contractor may use an electronic method of maintaining this information during the life of the contract but must provide the above required information on the physical form upon completion of the contract term.

4.6.2 Adjustments and Tests

A. The contractor is responsible for the accomplishment of all tests required, at the intervals specified and in accordance with the Commonwealth of Massachusetts regulations for Elevators. Copies of all test results will be furnished to the COR.

B. The contractor shall maintain the elevators in accordance with the Commonwealth of Massachusetts regulations for Elevators. Measurements of elevator speed, door opening and closing times, door-closing force, floor to floor performance times, floor leveling and mean times between service calls, shall be the governing factors in determining the adequacy of the elevator maintenance.

C. The fire alarm capturing device must be maintained and tested. This testing shall be conducted once annually and pre-tested twice per year. Such tests shall not interfere with the normal operation of the building.

D. The contractor shall check the Firefighters System and the generator backup operation system annually and make necessary tests to ensure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer.

E. As a required service the COR may request the contractor to provide performance reports, from the Elevator Management System, on each group of elevators functioning under the same dispatch system, not more than 3 times per year. If requested by the COR this report shall be provided within 10 workdays. This report shall be generated for the time period, specified by the COR. This report should include the following:

1. Number of calls registered at each floor in up and down direction.
2. Call Cancellation time after registration in categories of less than 15 seconds 15-30, 30-45, 45-60, 60-120, and over 120 seconds.
3. Average waiting time for up and down hall calls at each floor.
4. Percent of time each elevator was "in group".
5. Number of starts for each elevator.
6. Number of times Load by-pass function initiated, by elevator.

F. Group supervisory control system tests or other tests on elevators and emergency service hereto provided for, all work shall be performed during regular working hours or regular working days, Monday through Friday, excluding Federal holidays. Only when so authorized by the COR, may any portion of the work other than emergency service be performed outside of regular working hours.

G. The Government reserves the right to require the contractor to make such tests as and when deemed advisable to ascertain that the requirements of this contract are being fulfilled. All tests shall be scheduled through the COR and the Government reserves the right to witness all testing.

4.7 Contract Close-out Examination

A. On a date not later than 90 calendar days prior to the expiration of the contract, the Contractor and the COR, or a designee, will make a complete and systematic examination of the elevators covered by this contract. The Contractor shall coordinate and schedule the examination with the COR.

B. The COR will then prepare an Existing Deficiency Report listing all deficiencies noted during the examination, and not later than fifteen (15) working days following the examination, furnish a copy of the report to the Contractor.

C. The Contractor will, before the expiration of this contract, correct all deficiencies noted in the Existing Deficiency Report.

4.8 Quality Control Program

The Contractor shall establish and maintain a complete quality control plan to assure the requirements of the contract are provided as specified. The plan shall include a description of the examination system, methods for identifying and preventing defects in the quality of service and the examination records to be maintained, and reports to be provided. See Attachment 1, Quality Assurance Surveillance Plan.

4.9 Uniforms

The contractor shall require all employees to wear distinctive uniform clothing for ready identification, and assure that every employee is in uniform no later than the time specified by the COR or, otherwise, no later than 10 work days from the date an employee first enters on duty. The uniform shall have the contractors and the employees' name, easily identifiable, affixed thereon in a permanent or semi-permanent manner such as a badge or monogram. Any color or color combination, as appropriate, may be used for the uniforms, except green.

4.10 On Premise Requirements

A. The Contractor shall have qualified personnel onsite 4 hour(s) daily, during normal working hours, Monday through Friday, excluding Federal holidays, to monitor the operational status of the elevator system and respond to all types of service calls. In addition it is required that the site supervisor be present at least 1 hour per week.

B. Deductions will be made at the rates specified in the CONTRACT ADMINISTRATION DATA section of this specification for each instance the on-site requirements are not provided. This requirement is not intended to restrict the Contractor's approach to successful performance of the contract work with maximum economy and effectiveness. This requirement is included strictly for the purpose of ensuring the Contractor will be available as specified at the site to respond to service calls. The determination of the actual resources to be utilized for the performance of all services specified herein is the sole responsibility of the Contractor.

4.11 Service Calls

A. The Contractor shall respond promptly (within 2 hours) to requests for service. Service calls are responses and subsequent repairs or adjustments of elevator equipment and systems or problems reported to the Contractor by the COR. If the service call cannot be resolved within 2 hours from the time of the request, the Contractor shall immediately secure the elevator and notify the COR of the problem and the time and date corrective action will be completed.

B. The Contractor shall maintain a service call log or record which shall be available for inspection by Volpe personnel at all times. As a minimum, the call log or record shall contain the information specified herein.

1. Name of Caller
2. Description of problem; location where problem exists.
3. Time and date call was received,
4. Description of the action taken to resolve the problem and time and date corrective action was taken.

4.12 Emergency Call-Back Service

A. Emergency callback service consists of promptly responding to requests for emergency service 24 hours per day, 7 days per week. The contractor shall report to the site of the emergency within 30 minutes of the time of notification and shall remain on the job until the emergency has been resolved. If the situation cannot be resolved immediately, the Contractor shall promptly notify the COR of the time and date corrective action will be taken. Requests for service may be made by the COR by telephone or other means. Emergency service consists of freeing individuals trapped in a stalled car, restoring inoperative elevators that are causing disruption to the arrival and departure of building occupants, or other situations determined by the COR to be an emergency nature.

B. For service other than what is considered to be an emergency, outside the normal working hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, the contractor shall report to the site within 2 hours after time of notification. If the situation cannot be resolved within 2 hours, after the time of notification, the elevator shall be secured, (excluding priority elevators such as the freight), with the contractor promptly notifying the COR of the problem and the time and date corrective action will be completed. In the case of priority elevator, work shall continue with immediate notification to the COR of the problem and time and date corrective action will be completed.

- C. Requests for service may be made by the COR or his/her representative by telephone or other means.
- D. The contractor will include all costs for callback services during the normal business hours of 7:00 a.m. to 6:00 p.m. in the monthly price for basic services. The contractor will be reimbursed at the hourly rate specified in Section B for callback service during other than normal working hours.

4.13 Additional Services

Additional services are defined as any work, requested and authorized by the Government that is within the scope of this contract but in addition to the contract requirements. Any work of this nature detected by the Contractor shall be immediately reported to the COR, but work shall not be performed until the Contractor and the CO or COR as appropriate have reached an agreement on the price to accomplish the project. Any additional services required will be authorized via a modification to this contract.

4.14 Work Scheduling and Reporting Accomplishments

The Contractor shall instruct his personnel that any time they perform work under this contract they shall comply with the following procedures:

- A. Contact the COR or his designated representative when first arriving at the building.
- B. If the work is of a continuing nature, a check-in visit is required each day.
- C. At the completion of the work, the Contractor's employees shall submit to the COR or the designated representative a copy of a work order, repair order of a form which will furnish the following information:
 - 1. Name and address of the Contractor.
 - 2. Name of Contractor's employee in charge of the work
 - 3. Date(s) work performed and hours expended
 - 4. Brief description of work performed including equipment identification.
 - 5. Signature of Contractor's employee and signature block for the COR or the designated representative.

4.15 Work Scheduling Requirements

No less than 5 workdays prior to the date performance is to begin, the Contractor shall submit proposed check charts and logs for each piece of equipment covered by this contract to the COR.

4.16 Reporting Requirements

Within 5 workdays after the end of the month, a monthly progress report indicating the preventive maintenance work performed on each piece of equipment by the type, equipment number, and location shall be submitted to the COR.

Preventive maintenance performed should be in accordance with the annual preventive maintenance schedule. In addition, a consolidated report encompassing all services provided under this contract shall be submitted to the COR within five (5) workdays after the end of the month. This report shall include, type of service, i.e., preventive maintenance, service call, maintenance repair, emergency call-back, overtime, and additional services; description of work and the number of hours expended.

4.17 Phase-out Provision

Thirty (30) days prior to expiration of this contract, the Contractor shall make all contractual records and on-site personnel available for review/interview by any succeeding Contractor. Continuity for all services required under this contract shall be maintained during this period.

4.18 Equipment to be Serviced and Maintained under this Contract

The equipment to be serviced and maintained under this contract consists of three (3) electric (gearless) passenger elevators, one (1) electric (gearless) passenger/freight elevator and one (1) electric/hydraulic passenger/freight elevator as manufactured by and installed by the Otis Elevator Company in Building 1 at DOT/TSC Kendall Square, Cambridge, MA. Also included are two (2) electric hydraulic Beckwith elevators, one (1) located in Building 3 and one (1) located in Bldg. 4. and one electric Beckwith wheelchair lift in Building 3.

The existing Otis Elevator system has been modified to upgrade performance to Otis elevator designation system 980SA as follows:

(1) Continuous call- The elevator group to operates on multiple zoning the majority of the time. Also a Preference Demand Response module has been added to each zone. Preference Demand Response is when calls are timed in each zone. If a call goes unanswered for a predetermined amount of time, the call is transferred to the zone below. Also, circuits which would normally call unassigned cars to unoccupied zones are interrupted and any available cars are directed to this zone.

(2) Up-Peak- Elevators operating on multiple zoning will go on automatic up-peak whenever two or more loaded cars (more than 50% of duty load) leave the lobby within a predetermined time interval and will continue on that program as long as one loaded car leaves in each subsequent interval. Also a No Car at Lobby Bypassing Module has been added. This works such that during the clock up-peak period if no cars are available at the lobby, selected cars will bypass hall calls in the down direction. If a bypassing car stops for a car call at a landing where a down hall call is registered, it will cancel the hall call in the normal manner.

(3) Down-Peak- Elevators operating on multiple zoning will go on automatic down-peak whenever two or more loaded cars arrive at the lobby within a predetermined interval and will continue on this program as long as one loaded car arrives with each subsequent interval. Down-peak clock will be initiated by its own clock switch, except it will be triggered by one loaded car arriving at the lobby.

4.19 PREVENTIVE MAINTENANCE

4.19.1 Repair

(1) The Contractor shall repair or replace any piece of elevator equipment, component, or part of the elevator system or subsystem as required, including but not limited to the following:

hoist machinery	commutators
motor generators	rotating elements
controllers	contacts
selectors	coils
worm gears	magnet frames
thrust bearings	telephones
brake magnet coils	cams
brake shoes	car door and hoisting
brushes	door hangers
windings	track and guides
resistors for operation	door operating devices
and motor circuits	interlocks and contacts
hoisting lighting	pit lights
(60-watt illumination)	machine room light bulbs
bulb replacement in	hoisting and pit receptacles
signal and system	and light sockets
elevator signal and	elevator emergency lights
accessory equipment	traveling cables
wire ropes	hoistway and machine room
elevator car lighting	wiring
fixtures and bulbs	Fire Fighter's switches
elevator fans	

Accessories for which the Contractor retains responsibility on hydraulic elevators, include (in addition to those items listed below);

4.19.2 Repair and Replacement

(1) Include the following items to the list:

operating controls	
elevator fans	storage tanks
fittings and flexible	cylinder heads
pipe connections	pumps
exposed piping	check and relief valves
pressure and vacuum	plunger gland and packing
storage tanks	discharge tanks
pressure and vacuum tanks	fire fighter's switches
cylinder heads	plunger gland and packing
pumps	exposed piping
fitting and flexible pipe connections	
check and relief valves	

(2) The Contractor shall be responsible for repairing or replacing any additional parts when made necessary by ordinary wear and tear, except:

- a. Car paneling including accessories
- b. Hoistway enclosure
- c. Hoistway door frames and sills
- d. Cab tile or carpet
- e. Underground hydraulic piping

(3) Costs for parts, supplies, and materials provided by the Contractor to perform preventive maintenance repairs and replacements are to be included in the prices stated in Schedule, Section B.

SECTION V – SOLICITATION PROVISIONS**5.0 CONTRACT AWARD UNDER TEST PROGRAM**

This procurement is being conducted in accordance with Federal Acquisition Regulation Subpart 13.5 - Test Program for Certain Commercial Items. The contracting officer is utilizing policies and procedures prescribed in Part 12, Acquisition of Commercial Items, Part 13, Simplified Acquisition Procedures, and Part 14, Sealed Bidding.

5.1 FAR CLAUSE 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dot.gov/ost/M60/tamtar>
<http://www.farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

5.2 FAR CLAUSE 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS. NOV 1999

Addendum to 52.212-1 Instruction to Offerors – Commercial Items.

52.214-34 Submission of Offers in the English Language(Apr 1991)

52.215-35 Submission in U.S. Currency(Apr 1991)

- A. Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In so event shall failure to inspect the site constitute grounds for a claim after contract award.
- B. An organized site visit has been scheduled for Wednesday, August 8, 2001 at 9:00 PM, EST.
- C. Participants will meet at the U.S. Department of Transportation/Volpe Center, 55 Broadway, Kendall Square, Cambridge, MA, Main Lobby of Building 1 (high rise).

Offerors planning to attend are required to notify Mrs. Elia Dell'Anno, Contract Specialist:

Phone - 617/494-2128
FAX - 617/494-3024
E-Mail - dellanno@volpe.dot.gov

Offerors attending the site visit shall park all vehicles in the visitors parking lot in front of Building 1 (high rise) at 55 Broadway. A visitor's pass can be obtained at guard desk in front lobby. Offerors are instructed to remain in front lobby where they will be met by Government representative(s).

5.3 FAR CLAUSE 52.212-2 EVALUATION – COMMERCIAL ITEMS. (JAN 1999)

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation and meeting all minimum requirements as set forth in Section IV, Paragraph 4.4, License Requirements, will be most advantageous to the Government, price and other factors considered. The following factors in order of importance, shall be used to evaluate offers:

- lowest total price
- past performance

Offeror is required to submit past performance information for prior three (3) relevant/similar elevator contracts for the prior three (3) years (see ATTACHMENT III.)

5.4 FAR CLAUSE 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (FEB 2000)

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern –

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) *Taxpayer Identification Number (TIN).*

[] TIN: _____.

[] TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it ☐ is, a women-owned business concern.

(5) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees

☐ 50 or fewer

☐ 51-100

☐ 101-250

☐ 251-500

☐ 501-750

☐ 751-1,000

☐ Over 1,000

Average Annual Gross Revenues

☐ \$1 million or less

☐ \$1,000,001-\$2 million

☐ \$2,000,001-\$3.5 million

☐ \$3,500,001-\$5 million

☐ \$5,000,001-\$10 million

☐ \$10,000,001-\$17 million

☐ Over \$17 million

(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either-

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(d) Representations required to implement provisions of Executive Order 11246 – (1) *Previous contracts and compliance*. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act - Balance of Payments Program Certificate. (Applies only if [the clause at Federal Acquisition Regulation (FAR) 52.225-1], Buy American Act - Balance of Payments Program [Supplies], is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause [of this solicitation] entitled "Buy American Act - Balance of Payments Program[Supplies]") and that [the offeror has considered] components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.]

(2) Foreign End Products:

LINE ITEM NO. ☐ COUNTRY OF ORIGIN ☐

[(List as necessary)]

(3) The Government will evaluate offers in accordance with [the policies and procedures of] FAR Part 25.

(g)(1) Buy American Act -- North American Free Trade Agreement [-- Israeli Trade Act]

Balance of Payments Program [Certificate]. (Applies only if [the clause at] FAR ☐

52.225[3], Buy American Act -- North American Free Trade Agreement [Israeli Trade Act] --

Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product ☐, except those listed in paragraph (g)(1)(ii) [or (g)(1)(iii)] of this provision, is a domestic end product ☐ as defined in the clause [of this solicitation] entitled "Buy American Act -- North American Free Trade Agreement [Israeli Trade Act] -- Balance of Payments Program" and that [the offeror has considered] components of unknown origin [to] have been ☐ mined, produced, or manufactured outside the United States.

(ii) [The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

NAFTA Country or Israeli ☐ End Products:

LINE ITEM NO. ☐ COUNTRY OF ORIGIN ☐

[(List as necessary)]

(iii) [The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign] End Products:

LINE ITEM NO. [] COUNTRY OF ORIGIN []

[(List as necessary)]

(iv) [The Government will evaluate offers] in accordance with [the policies and procedures of FAR] Part 25.

(2) [Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (f)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:]

(g)(1)

(ii) [The offeror certifies that the following supplies are] Canadian end products [as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

Canadian End Products

Line Item No.: _____

[(List as necessary)]

[(3) Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

LINE ITEM NO.: [] COUNTRY OF ORIGIN: []

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

LINE ITEM NO.: [] COUNTRY OF ORIGIN: []

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.]

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [] are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

Alternate III (Jan 1999)

HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that-

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

ATTACHMENT I

**QUALITY ASSURANCE SURVEILLANCE PLAN
FOR
Elevator Maintenance**

Volpe National Transportation Systems Center

This Quality Assurance Surveillance Plan (QASP) has been developed to evaluate Contractor performance of the contract. It is designed to provide an effective surveillance method of monitoring Contractor performance for each listed objective in the performance requirements summary in the contract.

The QASP provides a systematic method to evaluate elevator maintenance the Contractor is required to furnish.

The QASP is based upon the premise that the Government desires to maintain a quality standard in maintaining facilities and that a service contract to provide the service is the best means of achieving that objective.

The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government is quality assurance to ensure contract standards are achieved.

In this contract, the quality control program is the driver for product quality. The Contractor is required to develop a comprehensive program of inspections and monitoring actions. The first major step to ensuring a “self-correcting” contract is to ensure that the quality control program approved at the beginning of the contract provides the measures needed to lead the Contractor to success.

Once the quality control program is approved, careful application of the process and standards presented in the remainder of this document will ensure a successful quality assurance program.

The COR will serve as the Quality Assurance Representative on this contract.

QUALITY ASSURANCE SURVEILLANCE PLAN

PERFORMANCE STANDARD	SOW REFERENCE	PERFORMANCE REQUIREMENT/ ACCEPTABLE QUALITY LEVEL	SURVEILLANCE METHOD	MAXIMUM PAYMENT PERCENTAGE FOR MEETING PERFORMANCE REQUIREMENT
Measurements of elevator speed, door opening and closing times.	Inspection and Testing Services, Adjustments and Tests, B	95% of time	Periodic surveillance Customer complaint	CLIN 0001A
Maintain Elevator maintenance program	Scope of Work, G	95% of time	Periodic surveillance	CLIN 0001
Maintenance of Shop Spaces	Scope of Work, M	95% of time	Periodic surveillance	CLIN 0001
Annual Elevator Safety Inspection Certificate	Inspections and Testing Services, A	100% of time	Annual test Periodic surveillance	CLIN 0001
Elevator Report Data Card	Inspections and Testing Services, E	95% of time	Periodic surveillance	CLIN 0001
Fire Alarm Capturing Device	Inspection and Testing Services, Adjustments and Tests, C		Quarterly Test Periodic surveillance	CLIN 0001
Firefighter's System and generator backup	Inspection and Testing Services, Adjustments and Tests, D	100% of time	Periodic surveillance	CLIN 0001
On Site Personnel	On Premise Requirements, A	100% of time	Every day	CLIN 0001
Service response	Service Calls, A	95% of time	Periodic surveillance	CLIN 0001B
Emergency Call-Back Service	Emergency Call-Back Service, A	100% of time	Case by case	CLIN 0001C

METHOD OF SURVEILLANCE: Customer complaints and direct observation from the COR will be the method of surveillance.

PERFORMANCE THRESHOLD: No less than 95% of all facilities are without customer complaints for the month or service period. For example, if there are 100 facilities receiving elevator maintenance service during the month, the COR should receive no more than 5 customer complaints during the period. The COR shall notify the CO for appropriate action in accordance with FAR Clause 52.212-4 "Contract Terms and Conditions-Commercial Items (MAY 1999) if any of the above service areas exceed five customer complaints. In addition, the COR will run a random sample of buildings daily to inspect. Upon inspection, the COR shall find less than 3 discrepancies per facility to be considered satisfactory. If this number is exceeded, the Contractor will be requested to re-perform services.

PROCEDURES: The COR will review the customer complaint to determine validity against the contract requirements and then determine whether Contractor re-performance is necessary. Recurring defects may require input from the Contracting Officer and payment deduction for the line item effected for that month.

The COR will document inspections and keep records of inspections in the contract file. The COR will summarize work performance on a monthly basis to the CO and recommend payment of the monthly invoice. If unsatisfactory performance has occurred, COR will discuss the circumstance with the Contractor. If the unsatisfactory performance is not rectified within the next thirty (30) days, the following invoice deduction will apply.

<u>Days of Unsatisfactory Performance</u>		<u>% of Invoice Deduction</u>
less than	< 30	0
>30	<60 greater than	25
>60	<90	50
>90	<120	75
>120	<150	100

The COR will meet with the Contractor to discuss performance issues and any potential deductions prior to the actual deduction (Refer to Exhibit 1). If recurring performance problems occur, the Contractor will be provided with a Contract Discrepancy Report and will be required to respond by providing the reasons for unsatisfactory performance and corrective measures to be taken to prevent future unsatisfactory performance. The CO and the COR will evaluate the Contractor response for proper action.

Performance Evaluation Meetings

General: The COR will coordinate performance evaluation meetings with the Contractor. The written minutes of these meetings will be prepared and distributed by the COR. The Contractor shall acknowledge receipt of the minutes (within 2 working days) and will have the opportunity to provide comments.

Volpe Center/Contractor Meetings

i. An initial step in avoiding disputes and claims is to settle minor problems and misunderstandings at the lowest possible level. Accordingly, the Contractor or the Contractor's on-site representative shall meet with the COR weekly during the first three (3) months of the contract. Thereafter, meetings shall be as often as necessary at the discretion of the COR, but not less than once per month. A mutual effort shall be made to resolve all problems identified during these meetings. The written minutes of these meetings, prepared by the Government shall be signed by the Contractor's representative and the Government's representative.

ii. Specific topic to be addressed by the COR during the regular monthly meeting to determine contractor responsiveness may include such areas as: effectiveness of Quality Control Plan, corrective action plans, proposal submittals for extra services, and the management of subcontractor problems impacting overall contract performance/services delivery.

Interim/Final Performance Evaluation Report

At least 90 days prior to the anniversary date of the contract, the COR will summarize all available performance information and prepare an interim evaluation report. These interim evaluation reports will be used to assess past performance information and prepare an interim evaluation report. These interim evaluation reports will be used to assess past performance for consideration in exercising options and award of future contracts. Failure to pay subcontractor in a timely manner will result in an unsatisfactory performance rating and affect the contractors ability to receive future government awards and may be subject to termination of the contract.

RATING TABLE FOR PERFORMANCE**ADJECTIVE RATING****DEFINITION****ABOVE STANDARDS**

Contractor exceeds some standards in performing required tasks. Contractor resolves problems with only minimal Government supervision and assistance. Contractor does not wait to be told about problems before resolving.

MEETS STANDARDS

Contractor meets standards in performing required tasks. Contractor is able to solve basic problems. Contractor only seeks Government assistance on complex unusual problems. Contractor shows initiative in problem resolution.

BELOW STANDARDS

Contractor does not meet tasks requirements. Contractor is unable to solve problems and seeks Government assistance for problem resolution.

EXHIBIT 1**MONTHLY PERFORMANCE CHECKLIST AND INVOICE REVIEW**

In accordance with the Quality Assurance Plan in the contract the COR is required to document performance on a monthly basis. The checklist below provides that documentation. In addition the COR will document periodic inspections and keep in the contract file.

Month/Year : _____

Contract Line Item	Description	Satisfactory (List comments below if applicable. Satisfactory rating indicates payment will be authorized for line item for total amount of line item in contract.)	Unsatisfactory (List comments below, and recommend contract withholding)
0001	Elevator maintenance		
0001A	On-site elevator equipment monitoring		
0001B	Call Back Service Regular Time		
0001C	Call Back Service Premium Time		

COMMENTS ON PERFORMANCE (reference contract line item) If unsatisfactory performance has occurred, COR will discuss circumstance with CO and then recommend a % deduction for that line item(s). The COR will meet with the contractor to discuss performance issues and any potential deductions prior to the actual deduction.

Based upon the above summary, I recommend payment be authorized in the amount of _____ for Invoice No. _____ for performance during the month of _____.

COR Signature

Date

Concur: _____
Contracting Officer

Date

ATTACHMENT II
DEPARTMENT OF LABOR WAGE DETERMINATION

GENERAL DECISION MA010005 04/27/01 MA5
 General Decision Number MA010005

Superseded General Decision No. MA000005

State: Massachusetts

Construction Type:
RESIDENTIAL

County(ies):
MIDDLESEX

RESIDENTIAL CONSTRUCTION PROJECTS (including single family homes
 and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/02/2001
1	04/27/2001

COUNTY(ies):
MIDDLESEX

BRMA0001R 09/01/1998

	Rates	Fringes
MIDDLESEX (Ashland, Framingham, Holliston, Hopkinton, Hudson, Maynard, Natick, Sherborn, Stow); and NORFOLK (Medfield, Medway, Millis)		

BRICKLAYERS	25.26	10.99
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BRMA0001T 09/01/1998

	Rates	Fringes
MIDDLESEX (Acton, Ashby, Ayer, Bedford, Billerica, Boxboro, Carlisle, Chemsford, Dracut, Dunstable, Ft. Devins, Groton, Littleton, Lowell, North Acton, Pepperell, Shirley, South Acton, Tewksbury, Townsend, Tyngsboro, West Acton, Westford, Wilmington)		

BRICKLAYERS	25.26	10.99
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BRMA0003B 09/01/1999

	Rates	Fringes
MIDDLESEX (Arlington, Cambridge, Everett, Malden, Medford, Melrose, Somerville)		

BRICKLAYERS	29.57	11.24
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* BRMA0003D 01/01/2001

	Rates	Fringes
TILE LAYERS	29.76	12.49

BRMA0003P 08/01/1999

	Rates	Fringes
MIDDLESEX (Reading, Wakefield)		

BRICKLAYERS	29.47	11.34
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BRMA0003Q 08/01/1999

	Rates	Fringes
MIDDLESEX (Belmont, Burlington, Concord, Lexington, Lincoln, Stoneham, Sudbury, Waltham, Watertown, Wayland, Weston, Winchester, Woburn)		

BRICKLAYERS	28.17	12.64
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BRMA0003R 08/01/1999

	Rates	Fringes
MIDDLESEX (Newton):		

BRICKLAYERS	28.67	12.14
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* IRON0007B 03/16/2001

	Rates	Fringes
MIDDLESEX (Arlington, Ashland, Bedford, Belmont, Burlington, Cambridge, Concord, Everett, Framingham, Lexington, Lincoln, Malden, Maynard, Medford, Melrose, Natick, Newton, Reading, Sherborn, Somerville, Stoneham, Sudbury, Wakefield, Waltham, Watertown, Wayland, Weston, Winchester, Woburn)		

IRONWORKERS: Reinforcing	26.15	14.74
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MIDDLESEX (Action, Billerica, Carlisle, Chelmsford, Dracut, Dunstable, Groton, Groveland, Littleton, Lowell, Middleton, North Reading, Pepperell, Tewksbury, Tyngsboro, Westford, Wilmington)

IRONWORKERS: Reinforcing	21.74	14.74
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* IRON0057D 11/01/2000

	Rates	Fringes
MIDDLESEX (Ashby, Ayer, Boxboro, Holliston, Hopkinton, Hudson, Marlboro, Shirley, Stow; Townsend)		

IRONWORKERS:

Reinforcing	26.82	13.03

ROOF0033C 02/01/2000		
	Rates	Fringes
WATERPROOFERS	23.46	11.15

SUMA4002A 12/01/1992		
	Rates	Fringes
ASBESTOS REMOVERS	11.43	2.61
CARPENTERS (Drywall Hanging only)	14.78	4.38
CARPENTERS (Including Batt Insulation and Form Setting; Excluding Blown Insulation and Drywall Hanging)	19.05	4.38
CEMENT MASONS	12.00	1.14
ELECTRICIANS	19.84	2.47
ELEVATOR CONSTRUCTORS	17.00	1.73
IRONWORKERS, Ornamental	18.75	8.36
LABORERS:		
Unskilled (Excluding Blown Insulation, Landscaping, and Asbestos Removal)	11.43	2.61
PAINTERS (Excluding Drywall Finishing)	11.00	.42
PIPECOVERERS (MECHANICAL INSULATORS)	16.93	3.30
PIPEFITTERS (HVAC Work Only)	22.91	6.19
PLASTERERS	13.22	2.70
PLUMBERS (Excluding HVAC Work)	20.72	3.30
SHEET METAL WORKERS (Excluding Duct Work)	22.82	10.11
SHEET METAL WORKERS (HVAC/Duct Work only)	19.11	4.88
SOFT FLOOR LAYERS	20.77	6.22
TRUCK DRIVERS	14.82	4.34

WELDERS: Receive rate prescribed for craft performing operation
to which welding is incidental.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates
listed under that identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

ATTACHMENT III**PAST PERFORMANCE EVALUATION FORM**

VOLPE NATIONAL TRANSPORTATION SYSTEMS CENTER PAST PERFORMANCE EVALUATION		
CONTRACTOR PERFORMANCE REPORT		
<input type="checkbox"/> Final <input type="checkbox"/> Interim – Period Report	From:	To:
1, Contractor Name and Address: (Identify Division)	2. Contract /Task Number: <u>DTRS57</u> 3. Contract Value: \$ _____ (Base Plus Options) 4. Contract Award Date: 5. Contract Completion Date: _____	
6. Type of Contract: (Check all that apply) - <input type="checkbox"/> FP <input type="checkbox"/> FPI <input type="checkbox"/> FP-EPA <input type="checkbox"/> CPFF Completion <input type="checkbox"/> CPFF - Term <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> ID/IQ <input type="checkbox"/> BOA <input type="checkbox"/> Requirements <input type="checkbox"/> Labor-Hour <input type="checkbox"/> T&M <input type="checkbox"/> SBSA <input type="checkbox"/> 8(a) <input type="checkbox"/> SBIR <input type="checkbox"/> Sealed Bid <input type="checkbox"/> Negotiated <input type="checkbox"/> Competitive <input type="checkbox"/> Non-Competitive		
7. Description of Requirement:		
8. Initial Ratings: (See Block 15 for Final Rating) Summarize contractor performance and circle in the column on the right of the number which corresponds to the performance rating for each rating category. Attach additional comments as necessary.		
a. Quality of Product/Service	Comments:	0 1 2 3 4
b. Cost Control	Comments:	0 1 2 3 4
c. Timeliness	Comments:	0 1 2 3 4
d. Business Relations	Comments:	0 1 2 3 4
e. Overall Satisfaction Rating	Comments:	0 1 2 3 4
SOURCE SELECTION INFORMATION – SEE FAR 3.104		

CONTRACTOR PERFORMANCE REPORT INSTRUCTIONS

The Acquisition Division is responsible for the coordination and collection of Contractor Performance Reports. Contracting Officer (CO) or Administrative Contracting Officer (ACO) will determine whether the report will be completed on a contractor task basis, and will coordinate completion of the attached report form with either the Contracting Officer's Technical Representative (COTR) or Technical Monitor delegated day-to-day responsibility for the administration of the identified contractor or task order. This individual should consult with the CO/ACO when necessary to arrive at a consensus on the ratings to be awarded.

Section 42.1503 of the FAR requires that copies of these forms will be provided to the contractor, which must have the opportunity to respond and add comments to agency evaluations as described below. The Acquisition Division will perform this coordination function. Furthermore, the FAR requires that past performance evaluations be marked as Source Selection Information and release of this information is prohibited except to Government personnel and the contractor whose performance is being evaluated. For these reasons, all outside inquiries concerning contractor past performance should be directed to the ACO, who will have access to the completed forms. Also, completed forms should be returned to the attention of the ACO/CO in a sealed envelope marked "Source Selection Sensitive"

COMPLETING THE FORM

Blocks 1 through 11 will be completed by the COTR or Technical Monitor, as applicable. Contact the ACO/CO if you require assistance or data in order to complete any of these blocks, especially blocks 1 through 6.

The Acquisition Division will be responsible for forwarding the completed form to the contractor for review and execution of blocks 12 and 13. The Acquisition Division will ensure blocks 14 through 16 are completed prior to filing in a secured location.

To Be Completed by COTR/Technical Monitor

Top of Form:	Indicate whether the report is a final or interim (annual) report, and give dates for the period of time being covered. Prior to the ending date of the contract, all reports should be marked "Interim".
Block 1:	Identify the name and address of the prime contractor.
Block 2:	Identify contract number of the contract being evaluated. If evaluation is being conducted for a specific task, include the task number.
Block 3:	Contract value or task value, as applicable. Include all options whether or not exercised to date.
Block 4:	Identify date that contract was awarded or task issued.
Block 5:	Identify completion date for contract or task as applicable.
Block 6:	All items that apply to the contractor task should be checked.
Block 7:	Provide a clear and concise description of the work being done under the contract or task and the current level of funding. Attach additional sheet(s), if needed, to ensure the description is adequate for future source selection officials to determine relevance.

VNTSC F 4200.7

(5/96)

OPI:85

SOURCE SELECTION INFORMATION – SEE FAR 3.104

9. Key Personnel: (Fill in as appropriate)				
Name/Title: _____		Period of Performance: _____		
Comments: _____		_____		
Name/Title: _____		Period of Performance: _____		
Comments: _____		_____		
Name/Title: _____		Period of Performance: _____		
Comments: _____		_____		
Name/Title: _____		Period of Performance: _____		
Comments: _____		_____		
10. Would you recommend this firm for award? Please explain.				
11.COTR/Program Manager/Tech Monitor Name (Printed): _____			Signature _____	
Phone/FAX/Internet Address: _____			Date: _____	
12. Contractor's Review: Were comments, rebuttals, or additional information provided: <input type="checkbox"/> No				
<input type="checkbox"/> Yes				
Please attach comments: Number of pages: _____				
13. Reviewer's Name (Printed): _____			Signature: _____	
Phone/FAX/Internet Address: _____			Date: _____	
14. Agency Review: Were contractor comments reviewed at a level above the Contracting Officer?				
<input type="checkbox"/> No <input type="checkbox"/> Yes				
Please attach comments. Number of pages: _____				
15. Final Ratings. Re-assess the Block 8 ratings based on contractor comments and agency review. Revise block 8 ratings, if appropriate.				
Quality _____	Cost Control _____	Timeliness _____	Business Relations _____	Customer Satisfaction _____
16. Contracting Officer's Name (Printed): _____			Signature _____	
Phone/FAX/Internet Address: _____			Date: _____	

SOURCE SELECTION INFORMATION – SEE FAR 3.104

Block 8 RATING DEFINITIONS

0 – Unsatisfactory - Performance failed to satisfy the minimum contract or task requirements, technical or otherwise. Areas of deficiency could include, but are not limited to: failure to meet schedules; failure to adequately estimate or control costs; inadequate staffing; lack of cooperation and responsiveness.

1 – Minimally Acceptable – Performance generally met minimum contract or task requirements, but significant issues arose which required expenditure of time or resources by the Government to ensure the requirements were met. Areas of re-work could include: late or incomplete deliverables; poor quality of work; lack of communication; cost control problems; contract administration problems.

2 – Satisfactory – Met all technical and administrative contract or task requirements. Minor issues arose which were resolved with minimal expenditure of time or resources.

3 – Good – Met all contract or task requirements and exceeded minimal requirements in some areas. No problems with quality, timeliness, or cost issues. Management was responsive.

4 – Exceptional – Performance significantly exceeded minimal technical requirements and met all other contract requirements. Areas in which performance was exceptional could include: early deliveries; creative approach; innovative technology; effective and proactive management and administration; commitment to customer satisfaction.

Block 8 – COMMENT ELEMENTS BY CATEGORY

(a) Quality of product/service

- (1) Compliance with contract or task requirements;
- (2) Accuracy of reports;
- (3) Appropriateness of contractor personnel assigned to the contract or task; and
- (4) Technical excellence of delivered supplies or services.

(b) Cost Control

- (1) Current, accurate, and complete billings;
- (2) The relationship of negotiated cost to actuals;
- (3) Cost containment initiatives; and
- (4) The number and cause of change orders issued.

(c) Timeliness of Performance

Whether the contractor met interim milestones;
Contractor's responsiveness to technical direction;
Contractor's responsiveness to contract change orders and administrative requirements;
Whether the contract/task was completed on time, including wrap-up and contract administration.

Business Relations

Whether the contractor effectively managed the contract/task effort;
How responsive the contractor was to contract requirements;
How promptly the contractor notified the Government of problems;
Whether the contractor was reasonable and cooperative;
How flexible the contractor was;
Whether the contractor was proactive;
The effectiveness of contractor-recommended solutions; and
Whether the contractor effectively implemented socioeconomic programs.

Block 8: Circle the rating in the far right column that best describes the contractor's overall performance for each category. Comments and/or examples in sufficient detail to support the ratings must be provided. Attach additional comment sheets if needed. Definitions for each rating and a description of elements to consider when commenting on each category can be found at the end of these instructions.

Block 9: Identify the individual(s) primarily responsible for performance of the contract/task, not necessarily the persons identified as "Key Personnel" in the contractual document. Indicate how long each individual worked on the contract/task. If there were many individuals involved or many changes in these managers, a second page may be necessary. On the comments line, describe the key person's performance, attaching additional sheets when necessary.

Block 10: Explain why, given a choice, you would or would not recommend the contractor for an award to perform a similar contract or task.

Block 11: The COTR or Technical Monitor delegated responsibility for the day to day administration of the contract or task should sign this block, after consulting with the CO/ACO, where appropriate.

To be Completed by Contractor

Block 12: Block 12 must be completed to indicate that the contractor has been given the opportunity to review the evaluation.

The contractor will be provided with a copy of the completed evaluation form (including initial ratings) and attachments. The contractor has the right to submit to the CO comments, rebutting statements, or additional information which specifically addresses elements of the review. This response must be structured to clearly identify the specific category being addressed. This response must be delivered to the CO no later than 30 days after the mailing date on the evaluation form. In the event no response is received, the contractor will be deemed to have accepted the evaluation form as written.

Block 13: The contractor should sign this block to indicate that it has had an opportunity to review and comment on the ratings.

To be completed by the CO/ACO

Block 14: If the contractor accepts the ratings, they will be entered as Final Ratings in Block 15, no Agency Review is required, and the Contracting Officer's signature in Block 16 completes the process.

If the contractor objects to the initial ratings, a review will be undertaken by the CO, in consultation with the technical staff. If the CO does not concur in a modification, the matter will be reviewed at a level above the CO within the Acquisition Division, and a Final Rating determined by the Reviewing Official's Report, which will be attached to the Performance Report.

Block 15: If the initial ratings have been modified by either the CO or after Agency Review, insert the revised Final Ratings. If there has been no change to the initial ratings, insert the initial ratings.

Block 16: If agreement is reached on the ratings without an Agency Review, the CO will sign. If an Agency Review is carried out, the block must be signed by the Reviewing Official.